

U.S. DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN

HUNTINGTON NATIONAL BANK,

Plaintiff,

v

MARK A. STOCKWELL,

Defendant.

Docket No.

HON.

Peter D. Rhoades (P49515)
David E. Bevins (P48955)
Attorneys for Plaintiff
RHOADES MCKEE, P.C.
55 Campau Avenue, N.W., Suite 300
Grand Rapids, MI 49503
(616) 235-3500

PLAINTIFF'S COMPLAINT

NOW COMES Plaintiff the Huntington National Bank through its attorneys Rhoades McKee, P.C. and state as follows in support of its Complaint against Defendant Mark A. Stockwell.

PARTIES

1. Plaintiff Huntington National Bank ("Huntington") is a national bank, with a principal office located in Grand Rapids, Michigan.

2. Defendant Mark A. Stockwell ("Stockwell") is, on information and belief, a Michigan resident whose address is 3051 Ross Lane, East Jordan, Michigan 49727.

JURISDICTION AND VENUE

3. This matter involves a preferred ship mortgage, as more fully described below.

4. This Court has jurisdiction over the federal questions raised in this action pursuant to 28 U.S.C. § 1331 and 46 U.S.C. § 31325(c). This Court has supplemental jurisdiction over any state-law claims pursuant to 28 U.S.C. § 1367.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 in that the Defendant resides in this District.

ALLEGATIONS OF COMMON FACTS

6. Paragraphs 1 through 5 are incorporated and restated as though fully set forth herein.

7. On or about April 7, 2014, Stockwell executed and delivered to Huntington a promissory note in the principal amount of \$271,000.00 (the “Note”). **Exhibit 1.**

8. The proceeds of the Note were used to purchase a 37-foot vessel known as the Moonbeam, with Hull # 1BW37776L910 (the “Moonbeam”).

9. On or about April 7, 2014, Stockwell executed and delivered to Huntington a Preferred Ship Mortgage whereby Stockwell pledged to Huntington the Moonbeam, and other items described therein, as security for Stockwell’s obligations owing to Huntington. **Exhibit 2.**

10. On or about May 14, 2014, Stockwell executed and delivered to Huntington a First Preferred Ship’s Mortgage whereby Stockwell pledged to Huntington the Moonbeam, and other items described therein, as security for Stockwell’s obligations owing to Huntington. **Exhibit 3.**

11. The First Preferred Ship’s Mortgage was filed with the Secretary of the Department of Homeland Security on or about June 6, 2014, at Batch No. 20227200, Document No. 26.

12. Stockwell has breached his obligations owing to Huntington pursuant to the agreements between the parties by, among other things, failing to make payments when due.

13. As of January 3, 2017, the following amounts are due to Huntington from Stockwell:

Principal:	\$242,918.53
Interest:	\$4,570.63
Late Fees:	\$465.00
Per Diem (6.25%):	\$41.59564
Total:	\$247,954.56

14. Interest continues to accrue on the foregoing amount at the per diem rate as set forth above.

15. The Total set forth above does not include attorneys' fees.

16. In accordance with agreements between the parties, Stockwell is responsible for any and all legal fees and costs incurred by Huntington relating to this collection action.

17. Huntington is now incurring such legal fees and costs and is entitled to recovery of the same, to which Huntington is entitled as additional damages pursuant to the agreements between the parties.

COUNT I – BREACH OF CONTRACT

18. Paragraphs 1 through 17 are incorporated and restated as though fully set forth herein.

19. Stockwell has breached the agreements between the parties by failing to make payment when due.

20. Huntington has suffered damages in the amount of \$247,954.56, plus contractual interest plus costs and attorneys' fees.

21. The relief requested in this count is consistent with 46 U.S.C. § 31325(b)(2).

WHEREFORE Huntington requests that this Court enter a judgment in its favor in the amount of \$247,954.56, plus costs, pre-complaint and prejudgment interest and attorney fees as permitted by contract or law, together with any further or different legal or equitable relief this Court deems just.

COUNT II – IN REM ENFORCEMENT OF PREFERRED MORTGAGE

22. Paragraphs 1 through 21 are incorporated and restated as though fully set forth herein.

23. Stockwell has breached the preferred mortgages as set forth above.

24. Huntington properly perfected its preferred mortgage in the Moonbeam.

25. Actual notice of this action has been provided to all necessary parties as required by 46 U.S.C. § 31325(d)(1).

26. Huntington is entitled to enforce the preferred mortgage on the Moonbeam pursuant to 46 U.S.C. § 31325(b)(1).

27. Huntington seeks an Order of this Court requiring Stockwell to turnover possession of the Moonbeam to Huntington so that it can sell the Moonbeam consistent with state and/or federal law (the “Sale”) and apply the net proceeds of the Sale to the indebtedness owing to Huntington and/or the judgment obtained herein.

28. If Stockwell refuses to turnover possession of the Moonbeam, then Huntington requests that this Court authorized a court officer to repossess the Moonbeam on Huntington’s behalf so that it can conduct the Sale.

WHEREFORE Huntington requests that this Court enter an Order as follows:

- A. Directing Stockwell to turnover possession of the Moonbeam to Huntington.
- B. Directing a marshal or other court officer to repossess the Moonbeam on Huntington’s behalf.
- C. Permitting Huntington to conduct a sale of the Moonbeam, consistent with state and/or federal law, apply the net proceeds of the Sale to the indebtedness and/or judgment owing to Huntington.
- D. Grant such further or different legal or equitable relief as this Court deems just.

Dated: January 27, 2017

RHOADES McKEE PC
Attorneys for The Huntington National Bank

By: /s/ David E. Bevins

Peter D. Rhoades (P49515)

David E. Bevins (P48955)

Business Address:

55 Campau Ave. NW, Suite 300

Grand Rapids, MI 49503

Telephone: (616) 235-3500